

1 MITCHELL D. GLINER, ESQ.  
2 Nevada Bar #003419  
3 3017 W. Charleston Blvd., #95  
4 Las Vegas, NV 89102  
5 (702) 870-8700  
(702) 870-0034 Fax  
mgliner@glinerlaw.com  
Attorney for Plaintiff

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

**JOANNA QUEZADA**

**Plaintiff,**

**vs.**

**HALSTED FINANCIAL SERVICES, LLC  
and NATIONAL CREDIT ADJUSTERS, L.L.C.**

**Defendants.**

)  
)  
)  
) No.  
)  
)  
) JURY DEMANDED  
)  
)  
)  
)

COMPLAINT  
JURISDICTION

1. The jurisdiction of this Court attains pursuant to the FDCPA, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331, 28 U.S.C. § 1332, and the doctrine of supplemental jurisdiction. Venue lies in the Southern Division of the Judicial District of Nevada as Plaintiff's claims arose from acts of the Defendants perpetrated therein.

## PRELIMINARY STATEMENT

2. This action is instituted in accordance with and to remedy Defendants' violations of the Federal Fair Debt Collection Practices Act, 15 U.S.C § 1692 et seq. (hereinafter "FDCPA"), and of related state law obligations brought as supplemental claims hereto.

3. In 2017 Defendants initiated a campaign of abusive, unfair, unreasonable, and unlawful debt collection activity directed against Plaintiff in Henderson, Nevada.



1           14. Defendants violated the FDCPA in falsely representing the account's status in an  
2 assignment.

3           15. Defendants' threats of legal action and corresponding demand for immediate  
4 payment were in violation of FDCPA § 1692g(a), *Terran v Kaplan*, 109 F.3d 1428, 1434 (9th  
5 Cir. 1997).

6           16. Defendants conditionally threatened negatively reporting Plaintiff's account when  
7 such conduct is proscribed in violation of FDCPA §§ 1692e(5) and (10). *Gonzales v. Arrow*  
8 *Financial Services, LLC*, 660 F.3d 1055, 1062-64 (9<sup>th</sup> Cir. 2011).

9           17. Defendants' campaign to artificially extend the life of a patently invalid account  
10 violates FDCPA §§ 1692e, 1692e(2)(A) and 1692e(10).

11           18. Defendants' conduct is unconscionable in violation of FDCPA § 1692f.

12           19. Defendants' attempts to collect on an invalid debt was in violation of both  
13 FDCPA §§ 1692e(2)(A) and (10) and FDCPA § 1692f. *Kimber v. Federal Financial Corp.*, 668  
14 F. Supp. 1480, 1487-89 (M.D. Ala. 1987).

15           20. Thus, the natural consequence of Defendants' contact was to harass, oppress and  
16 abuse Plaintiff in violation of FDCPA § 1692d. *Clark v. Capital Credit & Collection Services*,  
17 460 F.3d 1162, 1176 (9<sup>th</sup> Cir. 2006).

18           21. Defendants' assertion the account was due and owing was a material  
19 misrepresentation made in violation of FDCPA §1692e. *Tourgeman v. Collins Financial*  
20 *Services, Inc.*, 755 F.3d 1109, 1121 (9<sup>th</sup> Cir. 2014).

21           22. Plaintiff has suffered meaningful emotional distress as a result of Defendants'  
22 conduct. *McCollough v. Johnson, Rodenburg & Lauinger, LLC*, 637 F.3d 939, 957 (9<sup>th</sup> Cir.  
23 2011).

24           23. The foregoing acts and omissions of Defendants were undertaken by them  
25 willfully, maliciously, and intentionally, knowingly, and/or in gross or reckless disregard of the  
26 rights of Plaintiff.

1           24.     Indeed, the foregoing acts and omissions of Defendants were undertaken by them  
2 indiscriminately and persistently, as part of their regular and routine debt collection efforts, and  
3 without regard to or consideration of the identity or rights of Plaintiff.

4           25.     As a proximate result of the foregoing acts and omissions of Defendants, Plaintiff  
5 has suffered actual damages and injury, including, but not limited to, stress, humiliation, mental  
6 anguish and suffering, and emotional distress, for which Plaintiff should be compensated in an  
7 amount to be proven at trial.

8           26.     As a result of the foregoing acts and omissions of Defendants, and in order to  
9 punish Defendants for their outrageous and malicious conduct, as well as to deter them from  
10 committing similar acts in the future as part of their debt collection efforts, Plaintiff is entitled to  
11 recover punitive damages in an amount to be proven at trial.

12  
13                                   CAUSES OF ACTION

14                                   COUNT I

15           27.     The foregoing acts and omissions of Defendants constitute violations of the  
16 FDCPA, including, but not limited to, Sections 1692c, 1692d, 1692e, 1692f and 1692g.

17           28.     Plaintiff is entitled to recover statutory damages, actual damages, reasonable  
18 attorney's fees, and costs.

19  
20                                   COUNT II

21           29.     The foregoing acts and omissions constitute unreasonable debt collection  
22 practices in violation of the doctrine of Invasion of Privacy. Kuhn v. Account Control  
23 Technology, Inc., 865 F. Supp. 1443, 1448-49 (D. Nev. 1994); Pittman v. J. J. Mac Intyre Co. of  
24 Nevada, Inc., 969 F. Supp. 609, 613-14 (D. of Nev. 1997).

25           30.     Plaintiff is entitled to recover actual damages as well as punitive damages in an  
26 amount to be proven at trial.

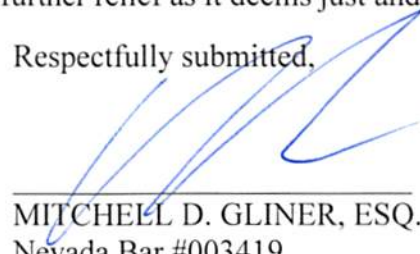
JURY DEMANDED

Plaintiff hereby demands trial by a jury on all issues so triable.

WHEREFORE, Plaintiff prays that this Honorable Court grant the following relief:

1. Award actual damages.
2. Award punitive damages.
3. Award statutory damages of \$1,000 per each Defendant pursuant to 15 U.S.C. § 1692k.
4. Award reasonable attorney fees.
5. Award costs.
6. Grant such other and further relief as it deems just and proper.

Respectfully submitted,



---

MITCHELL D. GLINER, ESQ.  
Nevada Bar #003419  
3017 W. Charleston Blvd. #95  
Las Vegas, Nevada 89102  
Attorney for Plaintiff



**Halsted Financial**  
S e r v i c e s

PO Box 828 · Skokie, IL 60076 · TEL: (855) 228-1181 · WEB: [www.halstedfinancial.com](http://www.halstedfinancial.com)

~~10~~/13/2017

RE: JOANNA QUEZADA

Current Creditor To Whom The Debt Is Owed: ~~National Credit Adjusters, LLC~~

Original Creditor: CASTLEPAYDAY

Account Number: XXXXX0310

Our Reference Number: 14686481

Original Balance Due: \$880

**Settlement Balance Due: \$880.00**

Dear JOANNA QUEZADA,

This confirmation letter serves as your written verification for the terms of this agreement that have been authorized on the above referenced debt. Any variation from the provisions outlined in this letter without consent from this office may nullify this offer. This arrangement must be secured by either check or credit card no later than 10/13/2017. Upon clearance of your final payment, we will issue you a release letter within 30 days.

**A payment on this amount of \$ is due by 10/13/2017.**

?The law limits how long you can be sued on a debt. Because of the age of your debt, National Credit Adjusters, LLC not sue you for it. If you do not pay the debt, National Credit Adjusters, LLC ~~may~~ report or continue to report it to the credit reporting agencies as unpaid for as long as the law permits this reporting.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of the judgment and mail you a copy of such judgment or verification. If you request from this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different than the current creditor.

Sincerely,

Paolo Nagrama  
Account Representative  
Toll Free # (855) 820-1905

EXHIBIT 1



2216 W. MEADOWVIEW RD.  
SUITE 205  
GREENSBORO, NC 27407

.....

## **COCHREN BAILEY & ASSOCIATES**



JOANNA QUEZADA  
3145 BLOSSOM GLEN DR  
HENDERSON, NV 89014

4/2/2015

***"THIS COMMUNICATION IS FROM A DEBT COLLECTION COMPANY, ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE"***

### **CASTLEPAYDAY PAYDAY LOAN**

**Original Balance: \$880.00**

**Current Balance: \$0.00**

**Acct #: 59330310**

**File #: C2016A435**

Dear Joanna Quezada:

Please be advised that the above account has been settled in full in the amount of **\$400.00** on **4/2/2015** and your account will be closed in our office. Please keep this letter as record of the closing of the account. You may use this letter as notification to the client **CASTLEPAYDAY** that your account was paid off so they can update their record accordingly, the new status of this account. If you have any questions about this letter, please call our office at (844)300-9287.

Should your payment be null for any reason, this letter will become null and void.

Sincerely,

**Brenda McMillan**  
**Director of Operations**

**\*\* 5% charge for every Credit Card payment processed with our company. We accept Money Order or  
Cashier Check (NO PERSONAL CHECKS) payable to CB&A, LLC.**

.....

**EXHIBIT 2**